

**OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF MARYLAND**

**REQUEST FOR PROPOSALS
SPECIAL LITIGATION COUNSEL TO THE STATE OF MARYLAND
REGARDING POTENTIAL CLAIMS
RELATING TO POLYCHLORINATED BIPHENYLS (“PCB”)
CONTAMINATION**

September 10, 2020

The Office of the Attorney General of the State of Maryland (the “OAG”) invites proposals to serve as Special Litigation Counsel to the OAG, as described below.

PART I - PROPOSAL INFORMATION

1.1 Purpose: The purpose of this Request for Proposals (“RFP”) is to invite attorneys to submit proposals to the OAG outlining in detail their ability to serve as Special PCB Litigation Counsel for the State of Maryland in evaluating and pursuing potential claims against Monsanto, which is the manufacturer of PCBs. The scope of the services is more fully set forth in Section 2.1 below.

1.2 Prospective Offerors are invited to submit written proposals by **4:00 p.m. on October 1, 2020**

1.3 The exclusive contact for purposes of this RFP (the “Procurement Officer”) is:

Matthew Zimmerman
Assistant Attorney General
Office of the Attorney General
Maryland Department of the Environment
1800 Washington Blvd., Suite 6048
Baltimore, Maryland 21230
matthew.zimmerman@maryland.gov
(410) 537-3452

1.4 Prospective Offerors: “Prospective Offerors” are: (i) those persons who were sent this RFP; (ii) those persons who requested the RFP in writing; and (iii) those persons who downloaded from the OAG website or otherwise obtained this RFP and notified the Procurement Officer in writing that they obtained this RFP.

1.5 Written Questions: Prospective Offerors may submit written questions about the RFP to the Procurement Officer by email no later than 4:00 p.m. on September 18, 2020. A list of the written questions that were submitted, and the OAG's answers to the questions, will be emailed to Prospective Offerors by 4:00 p.m. on September 22, 2020. **Persons who were not sent the RFP by the Procurement Officer must notify the Procurement Officer (by email) in order to be added to the list of Prospective Offerors.** There will not be a pre-proposal conference for this RFP.

1.6 Amendment or Cancellation of RFP: If this RFP requires amendment, written notice of the amendment will be given to all Prospective Offerors identified in Section 1.4. **RECEIPT OF AMENDMENTS MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE OFFERORS.** This RFP may be canceled, in whole or in part, and any proposal may be rejected, in whole or in part, if the Procurement Officer determines that such action is in the best interest of the State. The Procurement Officer may waive or permit cure of minor irregularities in any Proposal.

1.7 Submission Requirements: Proposals must be submitted by electronic mail in two parts. The Technical Proposal shall be emailed to Matthew.Zimmerman@maryland.gov and the "Price Proposal" shall be emailed to Kellen.Mwangi@maryland.gov. The emails must be received **no later than 4:00 p.m. on October 1, 2020 (the "Closing Date")**. Requests for extensions of the Closing Date will not be granted. **Delivery will be complete only when a proposal is actually received. Prospective Offerors may request an acknowledgment of receipt.**

1.8 Disclosures: Proposals submitted in response to this RFP shall be subject to disclosure pursuant to the provisions of §§ 4-101 through 4-601 of the General Provisions Article of the Code of Maryland (the "Public Information Act"). Prospective Offerors must specifically identify those portions of their proposals, if any, that they deem to contain confidential or proprietary information or trade secrets and must provide justification why such materials should not, upon request, be disclosed by the State under the Public Information Act. In the event of a Public Information Act request for disclosure of responses to this RFP, the Procurement Officer will determine whether each response or portions of it must be disclosed. If Prospective Offerors fail to identify portions of their proposals as confidential, proprietary, or trade secret information, the Procurement Officer will assume that the Prospective Offeror has no objection to public disclosure of the information should the OAG conclude that such disclosure is appropriate under the Public Information Act.

1.9 Incurred Expenses: The OAG, the Attorney General of the State of Maryland (the "Attorney General"), and the State are not responsible for any expenses that Prospective Offerors may incur in preparing and submitting proposals.

1.10 Prospective Offeror's Affidavits: Each Prospective Offeror shall complete and submit with the proposal, the Proposal Affidavit and Conflict of Interest Affidavit attached hereto as **Exhibits A-1 and A-2**. The successful Prospective Offeror will be required to complete a Contract Affidavit at the time of execution of the Contract entered into as a result of this RFP. A copy of the Contract Affidavit is included for informational purposes as **Exhibit B**. This affidavit should not be submitted with a Prospective Offeror's Proposal.

1.11 Procurement Regulations Inapplicable: This RFP and any Contract entered into as a result hereof are not subject to the provisions of Division II of the State Finance and Procurement Article of the Maryland Code ('Procurement Article'). The appeal procedures contained in the Procurement Article and in the State Procurement Regulations will not apply to this procurement.

1.12 Acceptance of Terms and Conditions: By submitting a proposal in response to this RFP, the Prospective Offeror shall be deemed to have (a) accepted all of the terms, conditions and requirements set forth in this RFP, (b) represented that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of its engagement as Special Counsel if selected.

1.13 Minority Participation Policy: This RFP is intended to encourage, in the proposed provision of legal services, the participation of (1) socially and economically disadvantaged individuals (members of a group as defined in § 14-301(i) of the Procurement Article), and (2) minority business enterprises ("MBEs") as defined in § 14-301(f) of the Procurement Article. MBEs are encouraged to respond to this solicitation and Offerors are encouraged to submit proposals that reflect the significant participation of socially and economically disadvantaged individuals and/or MBEs.

1.14 Joint Responses: For Special Counsel, a joint venture of not more than two law firms may submit a proposal. A joint venture will be considered to be a single Prospective Offeror, and, except when otherwise expressly provided or when the context indicates otherwise, will be treated as one entity. If two firms respond to the RFP jointly, the specific services to be provided by each should be identified, and the proposal should indicate how the firms expect to coordinate their work.

1.15 Contract and Source of Funds: Upon selection, the winning Prospective Offeror will enter a Litigation Services Contract (Contract) with the Office of the Attorney General, which shall direct all legal services to be provided as set forth in this RFP.

PART II - SCOPE OF SERVICES REQUIRED

2.1 Background: PCBs are a class of man-made compounds manufactured in the United States solely by Monsanto from 1920 through 1979, when federal law barred their manufacture and sale. PCBs were ubiquitous in a range of industrial and commercial applications and products, including home appliances, lighting ballasts, paint, caulk, transformers, food cookers, thermostats, hydraulic fluids, coolants, inks, lubricants, and many others. PCBs have a marked tendency to escape their intended applications through leaking, leaching, off-gassing or degradation of the base materials, whereupon they contaminate nearby surfaces, soil, air and groundwater. They are known to persist in the environment for many decades and are readily transported by stormwater runoff, which explains why major waterways such as the Potomac River, Susquehanna River, Anacostia River and 80% of the Chesapeake Bay are contaminated by PCBs. A December 2012 joint EPA and U.S. Geological Survey report on toxic contaminants in the Chesapeake Bay and surrounding waters found widespread PCB contamination throughout the Bay watershed.

PCB compounds have been detected in air, land, and nearly all bodies of water, as well as in every species tested. They bio-accumulate through the food chain, with the result that PCBs have become the second leading cause of fish consumption advisories in the United States. In Maryland, the Maryland Department of the Environment (“MDE”) has warned children, as well as pregnant and nursing women, not to eat any swordfish or tilefish because of PCBs. Humans may be exposed to PCBs through ingestion, inhalation or dermal contact. Such exposure is associated with numerous serious health effects, including malignant melanoma, non-Hodgkin’s lymphoma and breast cancer. Non-cancer health effects include damage to the immune system, reproductive system, nervous system and endocrine system.

2.2 Each firm should carefully review Section 4.3F. of this RFP (relating to conflicts of interest) to determine whether other current representations would inhibit their ability to serve as Special PCB Litigation Counsel for the OAG on behalf of the State.

2.3 Purpose: The Attorney General seeks to retain the services of Special PCB Litigation Counsel to provide advice and representation with respect to potential litigation as more specifically detailed in Section 2.4 below.

2.4 Scope of Services: Special PCB Litigation Counsel (“Counsel”) shall provide the following services to the OAG under the supervision and control of the OAG:

- A. Scope of Services - Claim Evaluation. In its function as claim evaluator, Counsel will promptly conduct an in-depth assessment of potential claims against the manufacturer of PCBs for contamination

in Maryland. The assessment and evaluation shall include the following activities:

1. Assess and evaluate the known facts and the law applicable to the case;
2. Perform due diligence on potential claims;
3. Assess and evaluate Maryland's damages;
4. Where necessary and appropriate, review records of the MDE, interview staff, managers, and others;
5. Provide a written, confidential report to the OAG containing (a) a summary of findings, and (b) a recommendation as to what action the OAG should take in possible litigation. A full explanation of the reasons supporting Counsel's recommendation shall be included, discussing at a minimum whether Maryland's potential damages are large enough to warrant the expenditure of the staff/counsel time required for pursuing litigation; whether there are legal defenses or policy impediments that militate against pursuing litigation; and the likely staff time and other burdens of the State in pursuing possible litigation.
6. Be available, on an "as needed" basis, to confer with OAG, MDE and other agencies in the Maryland government.

B. Scope of Services – Claim Litigation. In its litigation function, Counsel shall be required to provide such litigation services as the OAG shall require, including the following activities:

1. Diligently gather facts and assess laws applicable to the case;
2. Review records of MDE and other Maryland agencies, and conduct interviews with State staff, external managers, and/or others, as appropriate;
3. Zealously represent the State and its residents at all stages of litigation;
4. If a settlement is proposed, provide a written, confidential

report to the OAG containing (a) the terms of any offer of settlement; (b) a summary of findings and significant events in the litigation; and (c) a recommendation as to whether the OAG should accept the proposed settlement, with a full explanation of reasons supporting the recommendation;

5. Be responsive to, and available on an “as needed” basis to confer with the OAG and, in consultation with the OAG, MDE staff.

2.5 Other Requirements

- A. Confidential Relations. Counsel will provide services under the direction of the OAG, and the OAG will be responsible for oversight of Counsel’s work and administration of any Contract awarded as a result of this RFP. Except as may be otherwise provided from time to time by the OAG, Counsel’s work product and communications regarding the services to be performed under any resulting Contract shall be confidential and handled carefully to preserve the protections of the Attorney/Client Privilege and the Attorney Work Product doctrine.
- B. Contacts with State. All of Counsel’s contacts with officers and employees of any State agency or entity or public official shall be through individuals designated by the OAG. The individuals so designated will be made available to assist Counsel in obtaining any information needed.

PART III – PROSPECTIVE OFFEROR’S MINIMUM QUALIFICATIONS

3.1 Professional Liability Insurance: The Prospective Offeror shall agree to maintain in full force and effect during the term of the Contract professional liability insurance in an aggregate amount of not less than \$10 million. In addition, the State of Maryland must be a named insured on the required professional liability insurance policy. In order to satisfy these requirements, the Prospective Offeror must (1) include a statement in its Technical Proposal affirmatively responding to these requirements, and (2) include in its Technical Proposal either (a) a certificate of insurance or letter from its insurer demonstrating that the Prospective Offeror meets these requirements or (b) a commitment letter or other evidence, satisfactory to the Procurement Officer, that Prospective Offeror will have such coverage as of the date the Contract commences.

If the Prospective Offeror is a joint venture, and one party of the joint venture does not presently have such liability insurance, this requirement may be satisfied if the members of the joint venture include in their proposal evidence, satisfactory to the Procurement Officer, that all members of the joint venture will have such coverage as of the date the Contract commences, either through actual insurance policies or an indemnity agreement by the properly insured firm, in form and substance acceptable to the Procurement Officer.

3.2 Prior Experience: Each Prospective Offeror submitting a proposal to provide services should have specific experience representing a State or other governmental entity in at least one significant case involving toxic substances, preferably involving PCBs.

3.3 Prospective Offeror's Capacity: Each Prospective Offeror offering to provide services must demonstrate the capacity to perform the services described in Part II above. The Prospective Offeror must be available at all times to render services required under the Contract.

3.4 Computer Capacity: In order to meet the OAG's standards for production and transmission of documents, the Prospective Offeror must have the ability to: (1) create, transmit and receive complex documents and other data, including charts and tables, in a secure fashion using e-mail; and (2) share documents in a format compatible with Microsoft Windows XP (including Word and Excel). The Prospective Offeror must be willing to add hardware and software capacity according to reasonable industry standards as required by the OAG.

PART IV - TECHNICAL PROPOSAL FORMAT

4.1 General: All technical proposals shall be prepared with a concise description of the Prospective Offeror's capabilities to satisfy the minimum qualifications of Part III above and the information requested under Section 4.3 below. **Prospective Offerors should organize their proposals in accordance with the outline in Section 4.3 below.**

4.2 Length: No proposal may exceed 12 pages plus any attached resumes. In addition, each proposal should include an executed copy of the Proposal Affidavit and any lists identifying related representations in which the Prospective Offeror has been involved.

4.3 Required Information: The proposal shall contain the information described below with no firm exceeding the limits of Section 4.2 above.

A. Prospective Offeror's Prior Experience.

1. Overview. Provide a detailed description of the Prospective Offeror's qualification and experience in the field of evaluating and litigating product liability claims generally and PCB litigation specifically or other litigation involving groundwater contamination. In particular, (1) compare the allegations and claims in the cases handled by the Prospective Offeror to the claims that may potentially be asserted against the manufacturer of PCBs (2) describe any representations of States or other governmental entities related to PCBs and (3) describe the results of any litigation by settlement or trial.
 2. List the governmental entities for whom the Prospective Offeror has represented as counsel on PCB or similar claims during the last five years.
 3. Provide a detailed description of the Prospective Offeror's qualifications and experience with multi-district federal litigation.
- B. Prospective Offeror's Team (Specific Individuals Responsible for Providing Services). Provide a detailed description of the team that would provide services identified in Part II and include the following information:
1. The identity of the individuals; the areas of law in which each specializes; the number of years of experience each has in such areas; the extent to which each has analyzed laws and provided advice on issues relevant to this RFP as more fully described in Part II; the courts in which each is admitted to practice, the year of admission, and the location of the principal place of business, if not included on the resume.
 2. Resumes of each member of the team (as attachments).
 3. The planned division of responsibilities among the members of the team, including an approximate percentage of the team's time each individual is expected to devote to performing specific services under the Contract (the total of the percentages shall equal 100%).
 4. For a joint venture, discuss the division of responsibilities

between the venturing entities, including the type and approximate amount of work to be performed by each party, and the approximate percentage of the team's time each party expects to devote to performing services under the Contract.

5. If the Prospective Offeror has already identified experts that it intends to use in pursuit of any PCB claims, the identity of those experts, the number of years of relevant experience, and a description of specific experience as a consulting or testifying expert in PCB or related litigation.
6. Information regarding participation of socially and economically disadvantaged individuals and/or MBEs. See Section 1.13.
7. A statement regarding whether any team member has been the subject of any ethics or disciplinary proceedings, and the result of any such proceedings.

C. Description of Related Legal Experience.

1. Provide a brief description of the areas of law related to the purpose of this RFP in which the firm has expertise, including, but not limited to tort law, products liability law, environmental law, natural resources damages law, and experience negotiating with manufacturers to settle product liability claims.
2. Attach brief resumes of the lawyers who work in the areas described in paragraph C.1 above, but only if they will be available to consult with and give advice to the OAG during the term of the Contract.

D. Case Management and Staff Planning. Attach a comprehensive case management and staffing plan that describes in detail how the Prospective Offeror will manage all aspects of litigation, and describe the resources and staff, including experience level, that will be devoted to the effort. The case management plan of the selected Prospective Offeror will become part of the Special PCB Litigation Services Contract, and will be included as an exhibit to that Contract.

E. References. Prospective Offerors must submit names, addresses, and telephone numbers of the contact person for two States or other governmental entities for whom services similar to those listed in this RFP were performed within the last 7 years.

F. Conflicts of Interest.

1. In general. If a conflict of interest arises, the Prospective Offeror must be willing to continue to represent the State and be in a position to inform other existing or potential clients that they must find representation elsewhere in particular situations. The OAG may entertain a request for a waiver of a Prospective Offeror's representation of a party in litigation involving a unit of State government other than the MDE, or the OAG, but does not expect to waive any other conflicts. The Attorney General and designees reserve the right, in their sole discretion, to select another law firm to represent it in a particular matter if a conflict is not resolved to the satisfaction of the Attorney General.

Each Prospective Offeror shall identify any conflicts of interest which may arise if the Offeror serves as Counsel for the Attorney General and shall describe in its Technical Proposal how it proposes to deal with such conflicts. Conflicts may arise not only from attorneys named in the Contract but also from representation of parties involved in the litigation or in activities related to the State of Maryland's educational, budgetary, contractual, or procurement activities or other matters involving OAG by any other member of the firm, regardless of whether that attorney is in the same office or a different office of the firm. If successful, the Prospective Offeror will be required to represent and warrant that it has no conflicts of interest arising from the performance of the services, and will be required, during the course of the engagement, to examine its client/matter listings carefully on a periodic basis, to notify the OAG immediately of any potential conflict of interest and, if requested, to undertake immediate action to eliminate the source of the potential conflict of interest.

2. Conflict Check System. The Prospective Offeror shall

describe in detail its existing system for identifying conflicts of interest in undertaking new representations. The description should include information about who maintains the records, how often the information is updated and at what stage of representation the check is made. The Prospective Offeror shall provide a copy of its written conflicts policy or explain in detail why there is no written policy.

3. Resulting Conflicts. The Offeror shall identify any conflicts of interest which may arise if the Prospective Offeror serves as Special PCB Litigation Counsel to the Attorney General and shall describe how it proposes to avoid such conflicts. The Procurement Officer reserves the right to make the Prospective Offeror aware of situations which may present a conflict of interest and require the Offeror promptly to remedy the situation.

- F. Other. Any other information which the Prospective Offeror considers relevant to a fair evaluation of its experience and capabilities.

PART V - PRICE PROPOSAL FORMAT

5.1. Fee Arrangements – PCB Claims Litigation Services. The OAG expects that in any PCB litigation, legal fees, costs and expenses will be paid on a contingency fee basis from the proceeds of any recovery net of penalties, and that neither the MDE, the OAG, nor the State will have any responsibility for fees, costs or expenses (a) if no such recovery is obtained, or (b) to the extent that any recovery obtained is not sufficient to cover any such fees, costs, or expenses. Any contingency fee must be based on the amount of money recovered as compensatory damages only. No portion of any fines or penalties imposed may be paid as a contingent fee. Towards that end, firms must complete the attached **Exhibit C**, providing as part of the separate sealed price proposal, the following:

- A. A statement of the firm's willingness to accept (a) a variable contingency fee schedule in which Counsel's compensation will vary depending upon the size of the total recovery, as well as such variables as the point in the case's life cycle where settlement negotiations are completed or a final judgment is obtained, or (b) other non-traditional contingency fee arrangements which maximize the recovery for the plaintiffs;

- B. The approximate number of engagements over the last five years in which the firm has agreed to variable contingency arrangements similar to that outlined above or other types of non-traditional contingency fee arrangements, and a description of one of those fee arrangements;
- C. The firm's willingness to not make any application to a court for attorneys' fees, costs or expenses in an amount in excess of that approved in writing by the OAG;
- D. Submission of the following "NOT-TO-EXCEED" contingency fee percentages reflecting what it will charge the OAG for the services specified in Section 2.4B:
 - 1. a NOT TO EXCEED percentage of recovery after a decision on a motion to dismiss and before discovery on the merits begins;
 - 2. a NOT TO EXCEED percentage of recovery prior to the start of trial; and
 - 3. a NOT TO EXCEED percentage of recovery following trial.

5.2. Alternative Pricing Proposals: Although each Prospective Offeror is required to submit a price proposal containing the information set forth in Section 5.1, the Attorney General will also accept proposals for alternative billing arrangements which enhance the value and efficiency of the services to be provided to the State. The Prospective Offeror may attach as a part of **Exhibit C** of this RFP a statement, not more than one page in length, with respect to any alternative pricing proposal.

PART VI - EVALUATION PROCEDURE

6.1 Evaluation Committee: The Attorney General shall establish an evaluation committee (the "Committee") to be composed of the Attorney General or his designee and any other individuals that the Attorney General or his designee may appoint. The Committee shall make recommendations to the Attorney General concerning the award of the Contract.

6.2 Qualifying Proposals: The Procurement Officer will review each proposal for compliance with the minimum qualifications set forth in Part III, "Prospective Offeror's Minimum Qualifications." Failure to comply with a minimum qualification will disqualify

an Offeror's proposal from consideration by the Committee. Each Prospective Offeror submitting a proposal must assume full responsibility for meeting the minimum qualifications.

6.3 Deviations and Negotiations: The Procurement Officer shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Procurement Officer may reject non-conforming proposals. In addition, the Procurement Officer may waive minor irregularities in proposals, allow a Prospective Offeror to correct minor irregularities, and negotiate with responsible Prospective Offerors in any manner deemed necessary to serve the best interests of the State.

6.4 Proposal Classification: When more than one proposal has been received, the Procurement Officer may initially classify the proposals as reasonably susceptible of being selected for award, or not reasonably susceptible of being selected for award. Prospective Offerors who are judged by the Procurement Officer not to be responsive and Prospective Offerors whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified.

6.5 Technical Evaluation: After the Procurement Officer qualifies and classifies the proposals, those written proposals that are reasonably susceptible to selection for contract award shall be evaluated by the Committee. The Committee shall first evaluate written Technical Proposals. This evaluation will be made on the basis of the **evaluation criteria set forth in Section 6.8**, and may include any oral presentation if the Committee in its discretion requires one. The presentations by the Prospective Offerors may be limited to one hour, followed by such further time for responses to questions from the Evaluation Committee as may be required. Oral presentations, if any, shall be considered to be a part of the Prospective Offeror's Technical Proposal, and are **tentatively scheduled to occur during the week of October 12, 2020**.

6.6 Price Proposal Evaluation: Following the completion of the technical evaluation, the Committee will open and evaluate the contingency fee proposals of those Offerors that are still deemed reasonably susceptible of being selected for award.

6.7 Discussions; Best and Final Offers: The Committee reserves the right to recommend a Prospective Offeror for contract award based upon the Prospective Offeror's Technical Proposal and price proposal without further discussion. Should the Committee find that further discussion would benefit the State, the Procurement Officer shall recommend such discussions to the Attorney General. Should the Attorney General determine that further discussion would be in the best interest of the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Prospective Offerors. When in the best interest of the State, the Procurement

Officer may recommend and the Attorney General may permit qualified Prospective Offerors to revise their proposals by submitting best and final offers.

6.8 Evaluation Considerations: The Committee shall evaluate the proposals and make recommendations on the basis of the following factors which are listed in order of relative importance.

- A. Technical Merit;
- B. Price;
- C. Participation of socially and economically disadvantaged individuals and MBEs; and
- D. Presentations.

6.9 Technical Merit: The criteria that the Evaluation Committee will use in determining technical merit are listed below in order of their relative weight:

- A. Proposed Team (Specific Individuals Responsible for Performance of Contract). An evaluation of (a) the qualifications, expertise, general reputation and assigned roles of the individuals who will be responsible for the services as required by this RFP, and (b) the degree to which the Prospective Offeror has committed sufficient resources to claims evaluation, trial preparation, and litigation, including discovery, in order to minimize the burdens and disruptions on MDE.
- B. General Experience. An evaluation of the quality and quantity of the Prospective Offeror's significant experience and expertise in the areas of tort, product liability, environmental, natural resources litigation as required by this RFP to provide advice and counsel to the OAG.
- C. Related Experience. An evaluation of the Prospective Offeror's description, if any, of its related experience as set forth in Section 4.3C.

6.10 Price. An evaluation of the Prospective Offeror's proposed contingency fee arrangement and NOT TO EXCEED contingency fees (percentages of recovery).

6.11 Participation of socially and economically disadvantaged individuals and MBEs. An evaluation of the extent and quality of the proposed participation by socially and economically disadvantaged individuals and MBEs in the Proposal.

6.12 Presentations. An evaluation of the clarity, completeness and responsiveness

of the Prospective Offeror's written proposal and oral presentation, if any, as required by this RFP.

PART VII - ADA COMPLIANCE

7.1 Alternate Forms: Alternative forms of this document will be provided upon request.

EXHIBITS:

Exhibit A-1 – Proposal Affidavit

Exhibit A-2 – Conflict of Interest Affidavit & Disclosure

Exhibit B – Contract Affidavit

Exhibit C – Litigation Services Contingency Fee Proposal

EXHIBIT A-1. Bid/Proposal Affidavit
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A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the

Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the

name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By:

Signature of Authorized Representative and Affiant

Printed Name:

Printed Name of Authorized Representative and Affiant

Title:

Title

Date:

Date

EXHIBIT A-2. Conflict of Interest Affidavit and Disclosure
--

Reference COMAR 21.05.08.08

A. Conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

EXHIBIT B. Contract Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - ☐ domestic or foreign;
- (2) Limited Liability Company - ☐ domestic or foreign;
- (3) Partnership - ☐ domestic or foreign;
- (4) Statutory Trust - ☐ domestic or foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of

\$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and

- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)
 _____ (signature of Authorized Representative and Affiant)

EXHIBIT C
LITIGATION SERVICES CONTINGENCY FEE PROPOSAL

1. Firm's statement regarding a variable contingency fee percentage, pursuant to section 5.1.A.
2. Number of engagements using variable contingency fee arrangements, pursuant to section 5.1.B.
3. Firm's statement regarding acceptance of limits on applications to court for attorneys' fees, pursuant to section 5.1.C.
4.
 - A. The NOT TO EXCEED contingency fee (% of recovery) after a decision on a motion to dismiss and before discovery on the merits begins: _____ %.
 - B. The NOT-TO-EXCEED contingency fee (% of recovery) prior to the start of trial: _____ %.
 - C. The NOT-TO-EXCEED contingency fee (% of recovery) following trial: _____ %.

The undersigned certifies for the Offeror that he or she is authorized to sign this Contingency Fee Proposal and, to the best of his or her knowledge, the information submitted in this Contingency Fee Proposal, including any optional attachment, is accurate, complete, and correct as of the date set forth below.

Date

By: _____
Signature

Printed Name

Title